

IN THE DISTRICT COURT OF PITTSBURG COUNTY  
STATE OF OKLAHOMA

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IN DISTRICT COURT  
PITTSBURG COUNTY, OKLAHOMA

2011 JUN 21 PM 3:06

CINDY SMITH

BY \_\_\_\_\_  
DEPUTY

DIANA ALLES,

Plaintiff,

v.

AMERICAN BANKERS LIFE  
ASSURANCE COMPANY  
OF FLORIDA,

Defendant.

Case No. CJ-2011-172

PETITION

Plaintiff alleges:

**COUNT ONE - BREACH OF CONTRACT**

1. On or about June 1, 1999, Plaintiff Diana Alles and her husband, Rodney N. Alles, Sr., entered into a life insurance contract with Defendant American Bankers Life Assurance Company of Florida, said contract having a certificate number of 3735415080.
2. The terms of the aforementioned contract provided that Defendant would pay benefits to the Plaintiff Diana Alles if her husband, Rodney N. Alles, Sr., died accidentally while the insurance was in force.
3. Rodney N. Alles, Sr. died on July 18, 2007, while the aforementioned life insurance contract was in force.
4. In October 2007, Plaintiff submitted a Credit Life Death Claim Form to Defendant which set forth her claim for payment under the aforementioned contract.

5. Defendant has breached its contract with Plaintiff by denying coverage under the insurance contract and refusing to pay the amount due under the policy despite Plaintiff's demand for payment.
6. Plaintiff has performed all conditions precedent to recover under the insurance contract and has not excused Defendant's breach.
7. As a result of Defendant's breach of the contract, Plaintiff has sustained damages in the loss of the contract benefits in an amount in excess of \$10,000.00.

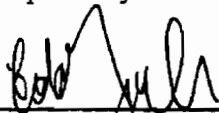
**WHEREFORE**, Plaintiff prays for judgment against Defendant on her first cause of action in an amount in excess of \$10,000.00, together with her costs, attorney fees, and such other and further relief to which she may show herself to be entitled.

**COUNT TWO – BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING**

8. Paragraphs numbered 1 through 7 herein are incorporated herein by reference.
9. Defendant's investigation of Plaintiff's claim, handling of Plaintiff's claim, and refusal to pay Plaintiff's claim was unreasonable under the circumstances, and Defendant thereby violated its duty of good faith and fair dealing with Plaintiff.
10. As a result of Defendant's aforementioned breach of its duty of good faith and fair dealing, Plaintiff has suffered damages in an amount in excess of \$10,000.00, for which damages are claimed herein.
11. Defendant's conduct in its handling of Plaintiff's claim was intentional and willful such that Plaintiff claims punitive damages against Defendant in an amount in excess of \$10,000.00.

**WHEREFORE**, Plaintiff prays for judgment against Defendant for actual and punitive damages in an amount in excess of \$10,000.00, together with her costs, attorney fees, and such other and further relief to which she may show herself entitled.

Respectfully submitted,



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